

Appendix F

**Storm Water Management Facility
Maintenance Covenant and
Permanent Easement Agreements**

Contents:

- a) 2013 05 14, Council meeting minutes showing approval of several agreements (1 page).
- b) Autumn Park Plat 2 agreement (4 pages).
- c) Brooke Ridge Plat 1 agreement (5 pages).
- d) Grimes Crossing Plat 7, Lot 1 for Grimes Crossing Senior Apartments (5 pages).
- e) Meadowlark South Plat 3 agreement (5 pages).
- f) Meadowlark South Plat 4 agreement (5 pages).
- g) Grimes Industrial Park Plat 1 part of Lot 3 for Premier Concrete Pumping agreement (4 pages).

CITY COUNCIL MEETING

Tuesday, May 14, 2013

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Thomas M. Armstrong on Tuesday, May 14, 2013 at 5:45 P.M. at the Grimes City Hall.

Pledge of Allegiance was led by Mayor Armstrong

Roll Call: Present: Tapper, Altringer, Evans Absent: Patterson, Shatava

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Moved by Evans, Seconded by Altringer; the agenda with the following changes; add to the consent agenda a request from Premier Concrete Pumping LLC a request from the City for financial assistance in the form off tax increment financing and that the draft agreement be forwarded on to legal counsel to initiate TIF proceedings and a request to move consent item L. Professional Services Agreement to Council Actions as F(1) shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Approval of the Consent Agenda

A. Minutes from the Meetings

B. Resolution #05-0113 Weight Limits on Roadways (*weight restriction reduce roadway deterioration so a ten-ton limit be imposed on certain roadways until such times as the City Engineer and Public Works department recommend that the limits be lifted*)

C. Alcohol License Renewal Kum & Go #141 Class E Liquor License with Sunday Sales 7/1/13, Renewal Kum & Go #237 Class E Liquor License with Sunday Sales 6/6/13, Renewal Spirits Class E Liquor License with Sunday Sales 5/13/13, Grimes Chamber and Economic Development 5 day license outdoor service Class B Beer (Governors Days effective 6/6/13 (*all alcohol licenses are approved at the local level yearly or as needed before the state issues a license*))

D. Water Main Easement and payment (*reconstruction of water main on N E 7th*)

E. MHES-Michael Hammer Electrical Service for electrical work at 210 South Main Street as part of SE Main Street Improvement Project - \$460 (*relocate an aerial electric service line at 210 S Main – Country Clip Joint as part of SE Main Street Project*)

F. Engineer's Statement of Completions for the CIPP Lining by Spray Com Utilities (*this is the formal acceptance of the job and that work is completed satisfactorily*)

G. MES-MIDAM - \$5808.36 (*bunker gear for 3 new full time firefighters*)

→ H. Meadowlark South Plat 3 & 4 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement. (*agreement between Hubbell Metropolitan Development and City as part of site plan to address storm water runoff*)

→ I. Autumn Park Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (*storm water management is part of the approval of the plat*)

J. Municipal Supply Inc. - \$13,023.20 (*new housing and irrigation meters*)

Autumn Park Plat 2
8630-06K.233

Preparer

Information: Civil Design Advantage, LLC 3405 SE Crossroads Dr, Suite G, Grimes, IA 50111 515-369-4400
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

**AUTUMN PARK PLAT 2 - STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT
AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **Grimes Lots, LLC ("Grantor")** and the **City of Grimes, Iowa ("City")**, in consideration for the approval by the City of the **Autumn Park Plat 2 Project**.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the **Autumn Park Plat 2 Project** approval process. In consideration for the City's approval of Grantor's **Autumn Park Plat 2 Project**, the parties enter into this Agreement to control and address storm water runoff for the following described property:

AUTUMN PARK PLAT 2, AN OFFICIAL PLAT IN GRIMES, POLK COUNTY, IOWA. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "**Benefited Property**").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of two storm water detention basins ("**Storm Water Management Facility**") upon, over, under, through and across the following described property:

OUTLOT 'Z' IN AUTUMN PARK PLAT 2 AN OFFICIAL PLAT IN GRIMES, POLK COUNTY, IOWA.
PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "**Easement Area**").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("**Stormwater Management Concept Plan**"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance; until the date at which 29 of the lots in Plat 2 have been sodded or seed established following home construction OR after a period of 4-years from the date of Final Plat approval, whichever occurs first; after which time it will be the City's responsibility. Outlot 'Z' will be deeded to the City of Grimes when Autumn Park Plat 2 Final Plat is approved. Grantor will post a performance bond for 4-years to cover erosion control for the period in which they are responsible. The City will allow the bond to be discontinued after the earliest of the aforementioned periods occur.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 4 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City; (prior to one of the aforementioned dates occurring in Paragraph 4; at which time it will be the City's responsibility), the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The Grantor of the Easement Area shall perform the maintenance obligations set forth below; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.

- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor; until the earliest of the aforementioned dates occurs in Paragraph 4; at which time it will be the City's responsibility.

19. This Agreement shall run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns; until the earliest of the aforementioned dates occurs in Paragraph 4; at which time it will be the City's responsibility, at which time this Agreement will expire.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this _____ day of _____, 20____.

GRANTOR: GRIMES LOTS, LLC

By: _____

Name: Scott Temple

Title: Manager

Address: 2400 86th Street, Suite 24
Urbandale, IA 50322

STATE OF IOWA)
)SS
COUNTY OF POLK)

This instrument was acknowledged before me on the 29th day of April, 2013, by Scott Temple as Manager of Grimes Lots, LLC.



K
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa

8630-12E.250
Brooke Ridge Plat 1

Preparer

Information: Civil Design Advantage, 3405 SE Crossroads Drive Suite G, Grimes, Iowa 50111 (515) 369-4400
Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City, State, Zip Area Code-Phone

**BROOKE RIDGE LLC SITE PLAN STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **BROOKE RIDGE LLC ("Grantor")** and the **City of Grimes, Iowa ("City")**, in consideration for the approval by the City of the **BROOKE RIDGE LLC Project**.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the **BROOKE RIDGE LLC Project** approval process. In consideration for the City's approval of Grantor's **BROOKE RIDGE LLC Project**, the parties enter into this Agreement to control and address storm water runoff for the following described property:

BROOKE RIDGE PLAT 1, AN OFFICIAL PLAT AND PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14684, PAGE 350 OF PARCEL 'A' OF LOT 1, PEITZMAN'S SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

(the "**Benefited Property**").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a storm water detention basin ("**Storm Water Management Facility**") upon, over, under, through and across the following described property:

A PART OF LOT 29, BROOKE RIDGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 29;
THENCE NORTH 89°56'53" EAST ALONG THE NORTH LINE OF SAID LOT 29, A DISTANCE OF 218.09 FEET; THENCE SOUTHEASTERLY ALONG LOT 29 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.28 FEET AND WHOSE CHORD BEARS SOUTH 45°02'27" EAST, 35.36 FEET; THENCE SOUTH 00°01'47" EAST ALONG THE EAST LINE OF SAID LOT 29, A DISTANCE OF 18.11 FEET; THENCE NORTH 86°20'24" WEST, 185.32 FEET; THENCE SOUTH 46°48'35" WEST, 20.52 FEET; THENCE SOUTH 5°08'50" WEST, 38.87 FEET; THENCE SOUTH 80°17'14" WEST, 25.00 FEET TO THE WEST LINE OF SAID LOT 29; THENCE NORTH 9°42'46" WEST ALONG SAID WEST LINE, 89.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 ACRES (10,308 SQUARE FEET).**

AND

A PART OF LOTS 1 THROUGH 3, BROOKE RIDGE PLAT 1, AN OFFICIAL PLAT AND PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14684, PAGE 350 OF PARCEL 'A' OF LOT

1, PEITZMAN'S SUBDIVISION, IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 63°27'16" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 10.01 FEET; THENCE NORTH 28°24'48" WEST, 63.56 FEET; THENCE NORTH 18°29'33" WEST, 65.56 FEET; THENCE NORTH 13°04'21" WEST, 56.63 FEET; THENCE NORTH 51°32'11" WEST, 15.66 FEET; THENCE NORTH 90°00'00" WEST, 108.23 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°01'47" WEST ALONG SAID WEST LINE, 11.28 FEET; THENCE NORTHEASTERLY ALONG SAID LOT 1 AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.26 FEET AND WHOSE CHORD BEARS NORTH 44°57'33" EAST, 35.35 FEET; THENCE NORTH 89°56'53" EAST, 482.05 FEET; THENCE SOUTH 43°26'09" EAST, 147.13 FEET; THENCE SOUTH 46°33'51" WEST, 24.23 FEET; THENCE NORTH 45°58'09" WEST, 133.06 FEET; THENCE SOUTH 89°56'53" WEST, 62.47 FEET; THENCE SOUTH 80°33'29" WEST, 77.96 FEET; THENCE NORTH 83°42'04" WEST, 64.95 FEET; THENCE NORTH 90°00'00" WEST, 115.69 FEET; THENCE SOUTH 46°19'57" WEST, 14.47 FEET; THENCE SOUTH 2°39'54" WEST, 72.64 FEET; THENCE SOUTH 11°43'06" EAST, 54.31 FEET TO THE EASTERLY LINE OF SAID BROOKE RIDGE PLAT 1; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 400.00 FEET, WHOSE ARC LENGTH IS 47.59 FEET AND WHOSE CHORD BEARS SOUTH 25°56'34" EAST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.61 ACRES (26,426 SQUARE FEET).

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.

9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 27th day of AUGUST, 2013.

GRANTOR: Brooks Bridge LLC

By: 

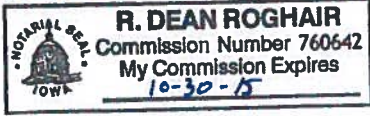
Name: Toby Jorsten

Title: Manager

Address: 773-NE 47th Place
Des Moines IA
50312

STATE OF IOWA)
)SS
COUNTY OF POLK)

This instrument was acknowledged before me on the 27th day of AUGUST, 2013 by
Toby Torkelson as Manager of Brookridge, LLC.



[Signature]
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa

Grimes Crossing Seniors Apts
8630-98B.279

Preparer

Information: Tim Mauro 2611 Ingersoll Des Moines, IA 50312 (515) 554-9773

Name	Street Address	City, State Zip	Area Code-Phone
------	----------------	-----------------	-----------------

When Recorded Return to:

<u>City of Grimes,</u>	<u>101 NE Harvey,</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City, State Zip	Area Code-Phone

Legal Description: Lot 1 in Grimes Crossing Plat 7

**GRIMES CROSSING SENIOR APARTMENTS STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between Grimes Crossing Senior Apartments LLC ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of Grimes.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the [subdivision plat/site plan/grading permit] approval process. In consideration for the City's approval of Grantor's [subdivision plat/site plan/grading permit], the parties enter into this Agreement to control and address storm water runoff for the following described property:

Lot 1 Grimes Crossing Plat 7

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a [insert Storm Water Management Facility] ("Storm Water Management Facility") upon, over, under, through and across the following described property:

Lot 1 Grimes Crossing Plat 7

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. [Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.]
- h. All repairs shall conform to the original design.

- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 12 day of December, 2013.

GRANTOR: Grimes Crossing Senior Apartments, LLC

By: [Signature]
Name: Tim Mauro
Title: Member
Address: 2611 Ingersoll
Des Moines, IA 50312

STATE OF IOWA)
COUNTY OF Polk)SS

This instrument was acknowledged before me on the 12 day of December, 2013 by Tim Mauro as Member of Grimes Crossing Senior Apts LLC



[Signature]
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. motion, passed on the 12 day of Nov, 2013, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 16 day of Dec, 2013.

[Signature]
Rochelle Williams
City Clerk of the City of Grimes, Iowa

Meadowlark South Plat 3
8630-046.233

Preparer

Information: Engineering Resource Group, Inc, 2413 Grand Ave, Des Moines, Iowa 50309 (515) 288-4823

Name

Street Address

City,State,Zip

Area Code-Phone

When Recorded Return to:

City of Grimes,

101 N. Harvey,

Grimes, Iowa 50111

(515) 986-3036

Name

Street Address

City,State,Zip

Area Code-Phone

**MEADOWLARK SOUTH PLAT 3 STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **Hubbell Metropolitan Development Fund I, LLC (Series C)**, and its successors and assigns, ("**Grantor**") and the **City of Grimes, Iowa ("City")**, in consideration for the approval by the City of the site plan.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the site plan approval process. In consideration for the City's approval of Grantor's site plan the parties enter into this Agreement to control and address storm water runoff for the following described property.

Proposed Meadowlark South Plat 3, legally described as Part of Parcel "T" of that Corrected Plat of Survey filed December 14, 2006, in Book 11992 at Page 572 in the Office of the Recorder for Polk County, Iowa, now included in and forming a part of the City of Grimes, Polk County, Iowa, and being more particularly described as follows:

Beginning at the Southwest corner of said Parcel "T"; thence

North 00°(degrees) 12'(minutes) 15"(seconds) East, 642.73 feet along the West line of said Parcel "T"; thence

North 82°29'08" East, 647.09 feet to the Northwest corner of Meadowlark South Plat 2, an Official Plat, filed April 15, 2013, in Book 14741 at Page 736 in the Office of the Recorder for Polk County, Iowa; thence

South 12°40'16" East, 175.66 feet along the West line of said Meadowlark South Plat 2; thence

Southwesterly 22.59 feet along the arc of a curve in the West line of said Meadowlark South Plat 2 concave northerly and having a radius of 2,160.00, a central angle of 00°35'57"; and a 22.59 feet long chord that bears South 77°37'42" West; thence

South 12°04'19" East, 150.98 feet along the West line of said Meadowlark South Plat 2; thence

South 09°15'11" West, 39.76 feet along the West line of said Meadowlark South Plat 2 to the East line of said Parcel "T"; thence

South 75°13'45" West, 26.91 feet along the East line of said Parcel "T"; thence

South 00°15'58" West, 360.44 feet along the East line of said Parcel "T" to the Southeast corner of said Parcel "T"; thence

North 89°44'02" West, 657.78 feet along the South line of said Parcel "T" to the point of beginning.

Containing 10.48 acres,

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of those certain storm water detention areas and surface water flowage areas ("Storm Water Management Facility") upon, over, under, through and across the Benefited Property and further described on the final plat (the "Easement Area").
2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Meadowlark South Homeowner Association is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Meadowlark South Homeowner Association is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Meadowlark South Homeowner Association shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.

8. Meadowlark South Homeowner Association shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Meadowlark South Homeowner Association fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Meadowlark South Homeowner Association to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Meadowlark South Homeowner Association shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention basin:

- a. Lawn mix grass areas - Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Prairie / Wild Flower grass areas - Burn on a regular basis, not to exceed once annually in the spring but at least every four years so as to maintain the vegetation and remove unwanted volunteer vegetation.
- c. Remove all trash, litter, debris or obstructions in the basin, in the Easement Area and any inlets or outlets located within the Easement Area.
- d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
- e. Inspect for any defects, obstructions, or any changes in the original design.
- f. Inspect and determine the depth of the pond or basin on an annual basis.
- g. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- h. Check course infiltration stone by outlet structure. Remove and replace when full of sediment.
- i. All repairs shall conform to the original design.
- j. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.

- d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

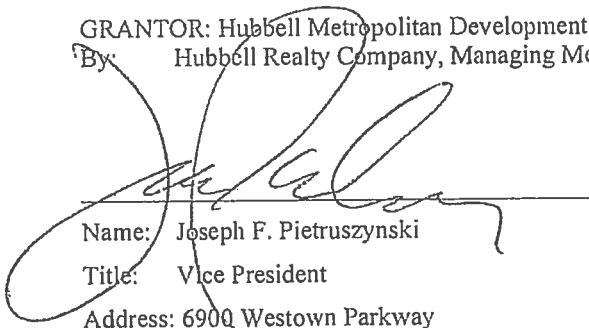
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 16th day of May, 2013.

GRANTOR: Hubbell Metropolitan Development Fund I, LLC (Series C)

By: Hubbell Realty Company, Managing Member


Name: Joseph F. Pietruszynski

Title: Vice President

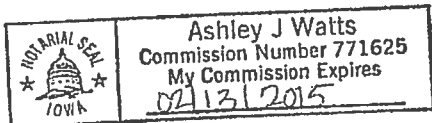
Address: 6900 Westown Parkway
West Des Moines, Iowa 50266

STATE OF IOWA)

)SS

COUNTY OF DALLAS)

This record was acknowledged before me on the 16th day of May, 2013, by Joseph F. Pietruszynski as Vice President of Hubbell Realty Company, managing member for Hubbell Metropolitan Development Fund I, LLC (Series C).




Notary Public in and for the State of Iowa

Meadowlark South Plat 4
8630-04G.234

Preparer

Information: Engineering Resource Group, Inc, 2413 Grand Ave., Des Moines, Iowa 50309 (515) 288-4823

Name	Street Address	City, State, Zip	Area Code-Phone
------	----------------	------------------	-----------------

When Recorded Return to:

City of Grimes,	101 N. Harvey,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City, State, Zip	Area Code-Phone

**MEADOWLARK SOUTH PLAT 4 STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between Hubbell Metropolitan Development Fund I, LLC (Series C), and its successors and assigns, ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the site plan.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the site plan approval process. In consideration for the City's approval of Grantor's site plan the parties enter into this Agreement to control and address storm water runoff for the following described property:

Proposed Meadowlark South Plat 4, legally described as Part of Outlot "V" in Meadowlark South Plat 1, an Official Plat, filed November 4, 2005, in Book 11381 at Page 324 in the Office of the Recorder for Polk County, Iowa, and part of Parcel "T" of that Corrected Plat of Survey filed December 14, 2006, in Book 11992 at Page 572 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Grimes, Polk County, Iowa, and being more particularly described as follows:

Beginning at the Northeast corner of said Outlot "V" in Meadowlark South Plat 1; thence

South 00°(degrees) 12'(minutes) 18"(seconds) West, 115.09 feet along the East line of said Outlot "V"; thence

Southwesterly 39.18 feet along the arc of a curve in the East line of said Outlot "V" concave northwesterly and having a radius of 25.00 feet, a central angle of 89°48'07", and a 35.29 feet long chord that bears South 45°06'21" West; thence

South 00°24'11" West, 50.00 feet along the East line of said Outlot "V"; thence

Southeasterly 39.36 feet along the arc of a curve in the East line of said Outlot "V" concave southwesterly and having a radius of 25.00 feet, a central angle of 90°11'53", and a 35.42 feet long chord that bears South 44°53'39" East; thence

South 00°12'18" West, 146.25 feet along the East line of said Outlot "V"; thence

North 89°47'42" West, 481.13 feet; thence

South 59°38'48" West, 610.96 feet; thence

North 27°16'51" West, 342.00 feet to the North line of said Parcel "T"; thence

North 66°36'23" East, 122.56 feet along the North line of said Parcel "T"; thence

North 58°18'20" East, 601.07 feet along the North lines of said Parcel "T" and Outlot "V"; thence

South 89°59'35" East, 542.48 feet along the North line of said Outlot "V" to the point of beginning.

Containing 9.30 acres,

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of those certain storm water detention areas and surface water flowage areas ("Storm Water Management Facility") upon, over, under, through and across the Benefited Property and further described on the final plat, (the "Easement Area").
2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Meadowlark South Homeowner Association is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Meadowlark South Homeowner Association is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of

assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.

7. Meadowlark South Homeowner Association shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Meadowlark South Homeowner Association shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Meadowlark South Homeowner Association fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Meadowlark South Homeowner Association to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Meadowlark South Homeowner Association shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention basin:

- a. Lawn mix grass areas - Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Prairie / Wild Flower grass areas - Burn on a regular basis, not to exceed once annually in the spring but at least every four years so as to maintain the vegetation and remove unwanted volunteer vegetation.
- c. Remove all trash, litter, debris or obstructions in the basin, in the Easement Area and any inlets or outlets located within the Easement Area.
- d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
- e. Inspect for any defects, obstructions, or any changes in the original design.
- f. Inspect and determine the depth of the pond or basin on an annual basis.
- g. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- h. Check course infiltration stone by outlet structure. Remove and replace when full of sediment.
- i. All repairs shall conform to the original design.
- j. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Plant and maintain permitted vegetation and reseed permitted vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

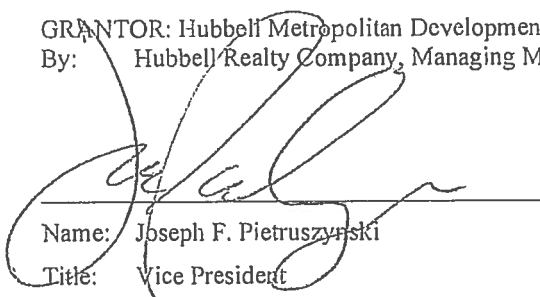
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 14th day of May, 2013.

GRANTOR: Hubbell Metropolitan Development Fund I, LLC (Series C)
By: Hubbell Realty Company, Managing Member



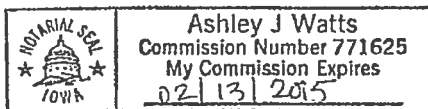
Name: Joseph F. Pietruszynski

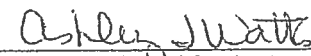
Title: Vice President

Address: 6900 Westown Parkway
West Des Moines, Iowa 50266

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

This record was acknowledged before me on the 14th day of May, 2013, by Joseph F. Pietruszynski as Vice President of Hubbell Realty Company, managing member for Hubbell Metropolitan Development Fund I, LLC (Series C).




Notary Public in and for the State of Iowa

Premier Concrete Pumping
8630-81F.278

Preparer
Information: Mark McMurphy, Abaci Consulting, Inc. 101 NE Circle Drive, Grimes, IA 50111, Ph. 515-986-5048

Name	Street Address	City, State Zip	Area Code-Phone
City of Grimes,	101 NE Harvey,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City, State Zip	Area Code-Phone

Legal Description: [Page ____/Exhibit ____]

**PREMIER CONCRETE PUMPING, LLC STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between PREMIER CONCRETE PUMPING, LLC ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the [subdivision plat/site plan/grading permit].

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the site plan approval process. In consideration for the City's approval of Grantor's site plan, the parties enter into this Agreement to control and address storm water runoff for the following described property:

Parcel "A" of Plat of Survey recorded in Book 13602 Page 141 being part of Lot 3 in Grimes Industrial Park Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa.

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a detention basin upon, over, under, through and across the following described property:

The south 85.0 feet of the following described property:

Parcel "A" of Plat of Survey recorded in Book 13602 Page 141 being part of Lot 3 in Grimes Industrial Park Plat 1, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa,

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 12 day of July, 2013.

GRANTOR:

Dorrie Warren

By:

Name:

Title:

Address:

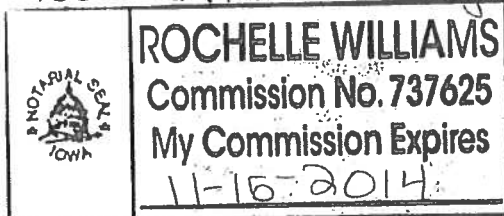
Dorrie Warren
Dorrie Warren
Truist
4400 SE Belser Dr
Grimes IA 50111

STATE OF IOWA

COUNTY OF Polk

)
)SS
)

This instrument was acknowledged before me on the 12 day of July, 2013 by Dorrie Warren as grantor of Premier Concrete



Rochelle Williams
Notary Public in and for the State of Iowa

[OR insert appropriate notary here for Grantor(s)]

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa